



Order Filed on September 25, 2018
by Clerk
U.S. Bankruptcy Court
District of New Jersey

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

McCABE, WEISBERG & CONWAY, LLC
By: Alexandra T. Garcia, Esq. (Atty.
L.D.#ATG4688)
123 South Broad Street, Suite 1400
Philadelphia, PA 19109
215-790-1010
Attorneys for Respondent: Bayview Loan
Servicing, LLC, and its successors or assignees

IN re:

Yvette M. Boyd aka Yvette Patterson aka Yvette
Patterson Boyd
Debtor

Case No. 17-25717-ABA

Chapter 13

Judge: Andrew B. Altenburg Jr.

**AGREED ORDER REINSTATING THE AUTOMATIC STAY AS TO BAYVIEW LOAN
SERVICING, LLC WITH CONDITIONS**

The relief set forth on the following pages, number two (2) through three (3) is hereby **ORDERED**

DATED: September 25, 2018



Honorable Andrew B. Altenburg, Jr.
United States Bankruptcy Court

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Debtor: Yvette M. Boyd aka Yvette Patterson aka Yvette Patterson Boyd

Case No: 17-25717-ABA

Caption of Order: AGREED ORDER REINSTATING THE AUTOMATIC STAY AS TO BAYVIEW LOAN SERVICING, LLC WITH CONDITIONS

THIS MATTER having been brought before the Court by Yvette M. Boyd aka Yvette Patterson aka Yvette Patterson Boyd (hereinafter “Debtor”) by and through her attorney, Jenkins & Clayman, upon the filing of a Motion to Reimpose Stay as to Creditor Bayview Loan Servicing, LLC, and its successors or assignees (hereinafter “Bayview”), and Bayview by and through its attorneys, McCabe, Weisberg & Conway, LLC having agreed to reinstate the automatic stay subject to specific conditions, and for good cause shown, it is hereby

ORDERED as follows:

1. The August 10, 2018 Order Vacating Stay as to Bayview’s interest in 230 Burgundy Drive, Swedesboro, NJ 08085 (hereinafter the Subject Property) is hereby vacated and the automatic stay is reinstated.
2. Debtor has been approved for a Streamline Trial Loan Modification consisting of six (6) monthly payments each in the amount of \$1,780.08 due on the first of the month from July 2018 through and including December 2018. Debtor must make all of the trial loan modification payments on time in order to be approved for a permanent loan modification.
3. If the Debtor defaults on the trial loan modification payments, or if Debtor declines to accept the loan modification offered within thirty (30) days of the date the trial loan modification payments or the signed final loan modification documents are due, then Bayview is granted relief from the automatic stay as provided under 11 U.S.C § 362 as to the Subject Property, and the automatic stay is terminated as it affects Bayview’s interest in the Subject Property. In order to activate this relief from the automatic stay provision, Bayview shall file an Affidavit of Default with the Court, and relief shall be deemed granted without any further hearing and without the entry of an additional order from the

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Court. Such Affidavit of Default shall contain a statement of the default as supported by Bayview's records and will activate the conditional relief granted in this paragraph.

4. If the Debtor successfully obtains a permanent loan modification, but then fails to make any regular monthly mortgage payment within thirty (30) days of the date the payments are due, then Bayview may obtain an Order Vacating the Automatic Stay as to the Collateral by filing, with the Bankruptcy Court, a Certification specifying the Debtor's failure to comply with the terms of this Order. At the time the Certification is filed with the court, a copy of the Certification shall be sent to the Debtor, and the Debtor's Attorney.
5. Bayview is awarded attorney's fees of \$250.00 for the July 26, 2018 Certification of Default and the fees and costs shall be paid by debtor through the Chapter 13 Plan